Revised 06-10 Form 10-114

PERMITTEE

UNITED STATES DEPARTMENT OF THE INTERIOR National Park Service National Mall and Memorials Parks Special Use Permit

Reviewed by	
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	-			
NAME Edmund Newman		Park Alpha Code: NAMA		
ORGANIZATION General Service	es Administration (GSA)	Type of Use: Short Term Construction		
ADDRESS 301 7th St. SW		Permit #: NCR-NAMA-5700-2	014-16	
Washington DC 20407				
TELEPHONE NUMBER 202-40	01-2881	is hereby authorized to use the followi	ng described	
FAX NUMBER		land or facilities in the above named at	ea: Reservation	
		33 – Pennsylvania Ave from 12 th St. to	11 th St.	
The area must be restored to	its original condition at t	he end of the permit.		
The permit begins at 7:00	am on 07/14/2014 (Me	onth/Day/Year)		
The permit expires at 5:00	pm on 07/31/201	6 (Month/Day/Year).		
SUMMARY OF PERMITT	ED ΛCTIVITY: (see attac	ched sheets for additional information and	conditions)	
		n Pennsylvania Avenue, N.W. and part of 1		
protect the public and Natio	onal Park Service (NPS) r	esources during the Old Post Office Tower	renovations.	
		nds. This permit is for the activities on or a		
		, and are primarily sidewalks, street furnitu		
		nstallation of a new curb cut, removing tree		
		t., N.W. curb cut. GSA is authorized by NP		
		ed drawings and description.	a na anti-article and an anti-article and article article and article article and article arti	
		s and conditions of the permit (include con	itact	
information): Kevin Terry, (
Authorizing legislation or ot	ther authority: 16 U.S.C	§§ 1-3.	_	
NEPA Compliance: CATEG	GORICALLY EXCLUDED	O x EA/FONSI EIS PEPC# O'	THER	
APPLICATION FEE	Received x Not Req	uired Amount \$ 250.00	**************************************	
PERFORMANCE BOND:	Required x Not Req	quired Amount \$ 20,000	· · · · · · · · · · · · · · · · · · ·	
LIABILITY INSURANCE:	Required_x Not Req	quired Amount \$_1,000,000		
COST RECOVERY:		nired x Amount \$		
FACILITY USE FEE:		nired x Amount \$		
LOCATION FEE:		nired x Amount \$		

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Signature

Kevin M. Terry

JUL 1 1 2014

Date

Contracting Officer
Title U.S. General Services Administration

Authorizing NPS Official -				
Ÿ	Signature	Superintendent	Date	
Authorizing NPS Official.				
(additional if required)	Signature	Title	Date	

CONDITIONS OF THIS PERMIT

- 1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- 2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. The NPS may halt any activity under this permit which it determines is detrimental to the public interest.
- If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this
 permit shall not be affected and the other provisions of this permit shall be valid and be enforced to
 the fullest extent permitted by law.
- 4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections etc., and permittee shall provide the documentation to NPS before work begins.
- Permittee agrees to deposit with the park a bond in the amount of \$20,000 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
- 6. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, including non-governmental individuals and organizations involved with the permit.
- 7. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. § 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
- 8. Nothing herein contained shall be construed as binding the NPS and permittee GSA to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the NPS and permittee GSA in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- This permit may not be transferred or assigned without the prior written consent of the Superintendent.
- 10. The permittee agrees to be fully responsible for the management, performance, use and safety within the park area involved in this authorization until the work is completed, inspected, and accepted. The permittee hereby agrees to accept responsibility and assume liability for any and all

tort claims arising from the actions or omissions of its representatives or employees directly or indirectly connected with the work performed, the maintenance of, or the use of this facility to the greatest extent permitted by law. To the extent that the work is performed by non-Governmental persons or organizations, the permittee shall require such persons or organizations to:

- a. Procure public and employee liability insurance from responsible companies with a minimum limitation of \$1,000,000 per person for any one claim and a minimum aggregate limit of \$3,000,000 for any number of claims arising from any one incident. The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles, thereunder, and such insurance policies shall be obtained by, be for the account of, and be at the insured's sole risk.
- b. Pay the United States the full value of any damages to the lands or other property of the United States caused by any omission or activity in connection with this permit.
- c. Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses arising out of, or from any omission or activity in connection with this permit.
- 11. The permittee must furnish documented evidence of this insurance coverage. Proof of this liability coverage shall be in the form of a certificate, policy rider or binder and include the policy number, period of coverage, and a statement naming the United States Government as an additional named insured. The United States will be identified as follows:

United States of America National Park Service National Capital Region National Mall & Memorial Parks 900 Ohio Drive, SW Washington, DC 20024-2000

12. All requests, correspondence, and meetings desired with the National Park Service (NPS) pertaining to this permit shall be negotiated by the permittee only. All contractors, subcontractors or consultants must channel their requests through the recognized representative of the permittee:

Kevin Terry	
Name	
Contracting Officer	
Title	
202-708-4600	
l'elephone Number	

who, in turn, will contact the NPS.

- 13. The permittee shall submit a work schedule 5 days prior to the initiation of work being performed on park land. The permittee shall notify Jeff Gowen, Landscape Architect, National Mall and Memorial Parks, 24 hours prior to starting work on park land, when the work is completed, and when the area is ready for final inspection.
- Before commencement of any below grade work, the permittee shall contact Miss Utility, at 1-800-257-7777, and have all below grade utilities clearly marked on the surface above.
- Construction will be allowed from 7 am to 4 pm, Monday through Friday, excluding Federal holidays.

- 16. All construction trash, debris, and litter left at the site shall be removed from the site daily by the permittee.
- 17. A copy of this permit, enclosures, amendments and explanatory notes shall be kept by the permittee onsite at all times.
- 18. The permittee will require its employees and contractors to follow all relevant OSHA safety regulations and exercise all standard safety precautions.
- 19. The permittee shall comply with all instructions issued by the United States Park Police and other official representatives of the NPS as specified by the Superintendent, National Mall & Memorial Parks (NAMA).
- 20. This permit does not authorize the interference with any existing or proposed Federal projects.
- 21. On or before the date this permit expires or the permittee relinquishes this permit, the permittee shall vacate the premises, remove the permittee's property and restore the site to a condition satisfactory to the NPS. If this permit is revoked, the permittee will do the same within the time granted by the NPS. If the permittee fails to remove the property and restore the site, at the option of the NPS:
 - Said property shall become the property of the United States without compensation therefore, or,
 - b. The NPS may have the property removed and the premises restored at the expense of the permittee, and no claim for damages against the United States or its agents shall be created by or made on account of the removal and restoration work.
- 22. The permittee shall supply 8- by 10-inch photographs (color or black and white) of all parkland that may be disturbed under this permit.
- Permittee's personal and work vehicles, including those of non-governmental persons and organizations, shall not be parked on parkland.
- 24. No waste, dusts, or erosion materials shall be allowed to enter water or sewer systems in or on parkland by either direct or indirect action of the permittee. Any waste or crosion material entering onto parkland shall be removed and the affected property cleaned, stabilized, or restored the day that this condition is discovered, to the satisfaction of the NPS. The permittee shall take all necessary measures to prevent air, noise, and water pollution by any material and/or equipment used during this permitted construction.
- 25. All traffic management activities undertaken throughout the course of this project shall be undertaken in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD). The permittee shall provide documentation of such compliance prior to undertaking the work.
- 26. The permittee shall comply with all Federal, state, and NPS laws, regulations, and policies pertaining to pest control and the submitted pest control plan. The permittee shall be responsible for managing harmful insects, rats, mice and other pests within the park area described in this permit. All pesticide use must have prior approval prior to application and usage must be reportedmonthly..
- 27. The permittee shall comply with all Federal, state, and local regulations pertaining to environmental compliance. This includes but is not limited to the Resource Conservation Recovery Act (RCRA),

the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Poliution Act (OPA) and OSHA 1910.120 (Hazwoper). The permittee must show proof of licenses (if applicable) when performing work on NPS property. The permittee shall show proof that employees are in a medical monitoring program (if applicable). The permittee shall provide the NPS written emergency response procedures and proof of a spill plan (if applicable).

- 28. No trees are permitted to be pruned and the equipment and structures including the parapet shall be adjusted as necessary to avoid damaging the trees.
- 29. No commercial notices and advertising or corporate signage is permitted on the NPS property and the permitted structures.

National Park Service National Mall and Memorial Parks 900 Ohio Drive SW, Washington DC 20024 202-426-6841



Application for Special Use Permit Construction Covered Walkway

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information. A nonrefundable processing fee of \$250.00 must accompany this application unless the requested use is an exercise of a First Amendment right. You must allow sufficient time for the park to process your request; check with the park for guidelines. You will be notified of the status of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured.

Enter either a social security number OR a tax ID number; we do not require both. Applicant Name: Company/Organization Name: General Services Admin. Social Security #: Tax ID# Street/Address: Street/Address: 3017th Street, SW City/State/Zip Code: City/State/Zip Code: Washington, DC 20407 Telephone #: Contact name: Edmund Newman Cell phone #: Telephone II: 202-401-2881 Fax #: Fax#: Email: Email: Edmund.Newman@gsa.gov

Description of Proposed Activity (attach diagram, attach additional pages if necessary):

Location: Old Post Office Building, 1100 Pennsylvania Avenue, NW, Washington, DC 20004.

Scope of Work: Install a temporary covered walkway with parapet on Pennsylvania Avenue and part of $12^{\rm th}$ Street, NW that is required to protect the public from the construction activities for the renovation of the Old Post Office project. Estimated installation date will begin June 2014 and will be removed approximately July 2016.

See attached Christopher Consultants Drawing C 3.1 dated March 24, 2014, Universal Builders Supply drawing SK012314 dated April 14, 2014 and Lend Lease Construction Logistics Drawing.

Requested Location(s): Pennsylvania Avenue from 11^{th} Street, NW (IRS Hailding) to 12^{th} Street, NW and around the corner South along 12^{th} Street as shown on the attached drawings.

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Set up begins:	Activity begins:	Activity ends:	Removal completed
(date <u>and time)</u>	(date and time)	(date and time)	(date and time)
June 2014	June 2014	July 2016	July 2016
(exact date depends	(exact date depends	(exact date depends	(exact date depends
on start of	on start of	on start of	on start of
construction)	construction)	construction)	construction)

Maximum Number of Participants- Not Applicable (not an event, it is a construction activity) (Please provide best estimate). Maximum Number of vehicles: (attach parking plan) 3 Cars 2 lt.trucks 2 Utl trucks 0 Buses/oversized vehicles Support equipment (list all equipment; attach additional pages if necessary) The covered walkway contractor will have several flatbed trucks loading and unloading beams, planks, plywood and other material to erect the walkway. List support personnel including addresses and telephones; attach additional pages if necessary GSA Representative: Edmund Newman, GSA, 301 7th Street, SW, Washington, DC 20024. Tel 202-401-2861 2. Trump Old Post Office LLC Representative: Stephen Dalton, 1100 Pennsylvania Avenue, NW, Room 207, Washington, DC 20004. Tel 202-309-3945. Construction Manager (Lend Lease) Representative: Mark Roy, One Preserve Parkway, Rockville, MD 20852. Tel 301-354-3100 (b) (6) Individual in charge of activity on-site (include cell phone number) and authorized to make decisions related to the permitted activity: Andy Bucy, Senior SuperIntendent, Lend Lease, Tel 301-674-6933 Is this an exercise of First Amendment Rights? \square_{Y} No Have you visited the requested area? Yes N Have you obtained a permit from the National Park Service in the past? ∏Ү No (If yes, provide a list of permit dates and locations on a separate page.) Do you plan to advertise or issue a press release before the event? ∏Y No Will you distribute printed material? Πу No is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.) [⁻]Y No Do you intend to solicit donations or offer items for sale? (These activities may require an additional permit.) $\prod_{i \in I} Y_i$ No You are encouraged to attach additional pages with information useful in evaluating your permit request including: staging, sound systems, parking plan, security plans, sanitary facilities, crowd control, emergency medical plan, use of any building, site clean-up, etc.

See attached Lend Lease Logistics Pian showing context in which the covered walkway is part of

the overall construction logistics planning.

MDC Enter 14.436 DBU 66/2619

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or statements have been given.

Signature (b)	(6)	Date 4/29/2014
		NEWMANTITLE PROJECT MANAGER

Note: This is an application only, and does not serve as permission to conduct any special activity in the park. The information provided will be used to determine whether a permit will be issued. Send the completed application along with the application fee in the form of a credit card payment, cashier's check, money order or personal check made payable to National Park Service to at the Park address found on the first page of this application.

If your request is approved, a permit containing applicable terms and conditions will be sent you. The permit must be signed by the responsible person and returned to the park for final approval by the Park Superintendent before the permitted activity may begin.

Notice to Customers Making Payment by Personal Check: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service (31 U.S.C. 7701). Information from the application may be transferred to appropriate Federal, State, and local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement: We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the park managers the information needed to decide whether or not to allow the requested use. All applicable parts of the form must be completed in order for your request to be considered. You are not required to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any other aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street NW. (1237), Washington, D.C. 20240

Title 18 U.S.C. Section 1001 makes it a crime for any person to knowingly and willfully make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any mater within its jurisdiction.

Number:	
(to be assigned b	NPS Permit Office)

Requirements for Short Term Construction Permit

National Mall & Memorial Parks

Contractors requesting to perform work in National Mall & Memorial Parks (NAMA) are required to obtain a permit prior to starting work. It generally will take about 3 weeks to obtain the permit, though some may be faster, For example, simple plans with very low potential for impacts to NPS resources may require less time to permit.

Items to be provided on the permit application include:

 Description of work including location, staging area, and impacts to NPS resources including but not limited to streets, sidewalks, turf, trees, structures, and access to facilities. (You will be notified if a resource protection plan is required.)

Location: 1100 Pennsylvania Avenue, NW, Washington, DC 20004.

Scope of Workt New Curb Cut Installation: This work involves installing a new curb cut, removal of trees and light fixtures and associated civil engineering, traffic signal modifications and landscaping/paving changes related to the new driveway, handicap ramps and curb cut at 11th Street and Pennsylvania Avenue, NW and handicap ramps installed at the corner of 12th and Pennsylvania Avenue, NW (see Christopher Consultants Drawing No. C 3.1 dated March 24, 2014). (Note: temporary Covered Walkway shown on this drawing is covered under a separate application on NPS Form 10-930). Also note that the construction manager as directed by NPS will not save the concrete planters on Pennsylvania Avenue and the Tenant, Trump Old Post Office LLC, will be permitted to re-use the light fixture locations and wiring currently installed on the lamp poles and lighting the façade of the Old Post Office at their own cost of construction and place the lights on the Tenant electrical meter.

All work is shown on Drawing C 3.1, C-7 and C-11 as prepared by Christopher Consultants.

- The permittee shall supply 8- by 10-inch photographs (color or black and white) of all park land that will be disturbed under this permit.
- Name, address, telephone and fax numbers of the representative who will sign the permit for that
 agency permittee (for example: John Doe, Department of Energy, 1101 L'Enfant Drive,).
 Typically the permittee is an agency, not a contractor.

Edmund Newman, General Services Administration, 301 7th St. SW, Room 2020, Washington, DC 20407

 Name and cell phone of the representative who will be the on-site, day-to-day contact. Trump Organization: Stephen Dalton, 202-309-3945, <u>sdalton@trumporg.com</u> Construction Manager: Andy Bucy, 301-674-6933.

GSA: Edmund Newman, 202-401-2881, edmund.ncwman@gsa.gov

Proposed dates and hours of work. Coordinate in advance with park staff regarding special events, rush hours and other considerations.

June 2014 through September 2014. The work dates will be finalized as we get closer to the start of construction in June 2014.

 Traffic control plan (in accordance with MUTCD) if there is to be any work in an NPS owned street, and/or

Pedestrian traffic control plan including the handicap accessible route, if interruption to normal pedestrian flow will be disrupted.

See Christopher Consultants Traffic Control Drawing dated February 21, 2014. Pedestrian traffic will be diverted around the earb cut work.

- Payment of \$250 for application review. This payment will be in the form of a check payable to National Mail & Memorial Parks, from either the applicant or their contractor, or as a credit card payment.
- 8. A Certificate of Liability Insurance in the amount of \$1M per person for one claim, with an aggregate limit of \$3M. The Certificate of Liability Insurance must show the National Park Service as additionally insured in the Special Provisions block and in the Certificate Holder block. Our address must be shown;

National Park Service National Mall & Memorial Parks 900 Ohio Drive, SW Washington, DC 20024

- 9. A bond in an amount commensurate with the estimate of potential unbudgeted costs to be incurred by the NPS, including restoration of damaged government property, as determined by NPS. The applicant or their contractor may provide the bond. The bond will be in the form of a check payable to National Mail & Memorial Parks that will be deposited with the Department of the Treasury until the work, including any restoration of damaged property or unprogrammed work by the NPS, is complete. The purpose of this bond is to assure that government property will be restored to the original condition when the contractor has completed work, and to reimburse NPS staff overtime if any. If costs to the NPS exceed the amount of the bond, the permittee will be billed for actual costs in excess of the bond. If all work and repairs are satisfactory, the amount of the bond, less \$50 for cost of final inspection, will be returned.
- 10. For return of any portion of the bond described above, two forms must be filled out and returned to this office in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C.7701). The DCIA requires the Taxpayer Identification Number of persons doing business with the government and requires that Federal payments after July 26, 1999, be issued via Electronic Fund Transfer. This office can provide these two forms, Taxpayer Identification Number (W-9) and the ACH Vendor/Miscellancous Payment Enrollment Form, either electronically or in paper form.

Assigned to	c	
Date:		



CERTIFICATE OF LIABILITY INSURANCE

UATE(MM/DD/YYYY) 04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyties) must be endorsed. If SUBROGATION IS WAIVED, subject to

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and the second and the state of the second s		CONTACT NAME: PROME [MC No. Ext):	(86G) 283 7127	(FAX ((AVC, No.): 800-3	63-0105		
		E-MAIL AUDRESS:					
					INSURER(S) AFFOR	ROING COVERAGE	NAIG #
INSUR	(ED			INSURER A:	QBE Insurance C	orporation	39217
Trump Old Post Office, LLC		INSURERB: ACT Property & Casually Insurance Co. 2069					
Wasi) Penusylvania Avenue NW Hington DC 20004 USA			INSURER C:			
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JPENARNINS / LCXCATRINS / VEHICLES (ACORD 101, Additional Reports Schedule, may be attached if store space is required)

Personal Post Office, LLC (Lenant) 1100 Pennsylvania Avenue NW, Washington oc, 20004. Government & National Parks
Service are included as an Additional Insured as it relates to operations performed under this contract, in accordance with the provisions of the General Liability policy. The Landlord in the OPO Lease is defined as "The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under this tease, 'Landlord')".

Priviledged and confidential Information not Subject to Release to the Public Under the freedom of information Act.

CERTIFIC	ATE H	IOLDER
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CANCELLATION

SHOULD ANY OF THE ARRYS DESCRISED POLICIES DE CANCELLED DEFONE THE EXPRANKUR DATE THEREOF, NOTICE WILL BE DELIVERED 21 ACCORDANCE WITH THE

AGD DORIZOR SELPRESENTATIVE

Aon Rish Services Northeast Inc.

National Park Service National Mall & Memorial Parks 900 Ohio Drive, SW Washington DC 20074 USA

WESTCHESTER FIRE INSURANCE COMPANY

Power of Attorney

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- Each of the Chrisman, the President and the Vice Presidents of the Company is batchy authorized to execute any Written Commitment for and on behalf of the Company, under the seed of the Company or (1)
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Walten Commitment for and on behalf of the Company, under the soal of the Company or otherwise, he has autent that such action is authorized by the great of powers provided for in such persons written appointment as such attorney-in-fact. (2)
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby addressed, for and on behalf of the Company, to expecute, for and on behalf of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of une or more gasticular Written Commitments. (3)
- Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's color otherwise, such Written Commitments of the Company as and specifical in such written delegation, which specification may be by general type or class of Written Commitments or the Company as and specifical in such written delegation, which specification may be by (4)
- The eigentage of any officer or other gerson executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation. (5)

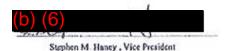
FURTHER RESOLVED, that the foregoing Resolution shall not be decreed to be not exclusive attacement of the powers and authority of officers, employees and other persons to set for and on hehalf of the Company, and such Resolution shall not limit or otherwise office the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Annette M Leuschner, Cynthia Farrell, Debra A Deming, Edward Reilly, Evangelina I. Dominick, Jessica lannotta, Kelly O'Malley, Kevin T Walsh Jr., Sandra Diaz, Thomas Rhatigan, Valorie Spates, Vivian Curti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 19 day of March 2014.

WEST CHESTER FIRE INSURANCE COMPANY





COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA

On this 19 day of March, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney , Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PERINTYLVANIA NOTARIAL SEAL KAREN E. BRANDT, Notary Public City of Philadelphia, Phila. County Commission Expires September 26, 2014



I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this/



WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2013

AOMITTED ASSETS

BONDS	\$1,774,825,880
SHORT - TERM INVESTMENTS	20,014,453
STOCKS	a
REAL ESTATE	ถ
CASH ON HAND AND IN BANK	28,898,475
PREMIUM IN COURSE OF COLLECTION*	73,348,856
INTEREST ACCRUED	16,193,041
OTHER ASSETS	142,805,499
TOTAL ASSETS	\$2,056,086,204
	<u> </u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$162,490,379
RESERVE FOR LOSSES	1,003,690,742
RESERVE FOR TAXES	2,386,131
FUNDS HIGHD UNDER REINSURANCE TREATIES	2,053,210
OTHER LIABILITIES	(21,105,132)
TOTAL LIABILITIES	1,149,515,330

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	295,331,592
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	115,190,473
SURPLUS (UNASSIGNED)	491,040,709
SURPLUS TO POLICYHOLDERS	906,570,874

TOTAL

\$2,056,086,204

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly swom, says that he is Senior Vice President of Westchaster Fire Insurance Company and that to the best of his knowledge and helief the foregoing is a true and correct statement of the sald Company's financial condition as of the 31 st day of Docember, 2013.

Sworn before mg/this

Sentor Vibu Prosident

Notary Public

COMMONWEALTH OF PENNSYLVANIA Notatial Seal

Otane Wright, Notary Projec City of Philadelphia, Philadelphia County My Commission Expires Aug. 8, 2015 HELIER, FERSYLVANIA ASSOCIATION OF NOTABLES

